

## REMARKS

### **Remarks About the Restriction Requirement:**

Applicant respectfully disagrees with the Examiner's withdrawal of claims 14-16, as those claims clearly are readable on the elected Species of FIGS. 18 and 19. As shown in FIGS. 18 and 19, the absorbent material 44 is not connected to the cover sheet 342 (claim 14), the chassis comprises a top sheet 430 and extensible outer cover 434 (claim 15), and chassis comprises front and back panels 406, 408, wherein said absorbent element connects said front and back panels (claim 16). Applicant respectfully requests that the Examiner reinstate those claims for consideration.

Applicants further note that Milby, the primary reference cited against the pending claims, fails to disclose the various limitations recited in these claims. For example, the top sheet 24 of Milby, applied by the Examiner in one instance as the chassis, is composed of a single layer, not a top sheet and an extensible outer cover as recited in claim 15. Similarly, Milby fails to disclose or suggest a chassis comprising front and back panels as recited in claim 16. Since these claims further distinguish Milby and are readable on the elected species, they should be passed to allowance.

Applicants have also amended claim 11, and ask that it be reinstated for consideration. In particular, the first location 670 in FIG. 18 is longitudinally spaced from the second location 78.

### **Remarks About Objections, Drawing Amendments and 35 USC 112(2):**

Applicants gratefully acknowledge the Examiner's careful review of various informalities in the specification including the drawings. For example, in the Office Action mailed May 5, 2004, the Examiner objected to Figure 1 relative to Figure 2 with respect to the position of edge 66. In response, Applicants have amended Figure 1 to move the edges 66 and 68 outboard.

In addition, the Examiner has again objected to Figure 3, stating that reference number 86 does not denote the bodyside surface of the absorbent material exposed to the body of the user. Applicants respectfully disagree. Reference number 86

properly refers to the bodyside surface of the absorbent material 44, with that surface being exposed to the user through the opening 64 (see, e.g., Specification at 14, lines 6-12).

The Examiner has objected to Figure 8, stating that the lines from reference numbers 52 and 54 should be solid. Applicants note that (1) those lines were solid in the originally filed and later submitted formal drawings, (2) the Examiner previously requested that those lines be made dashed (January 21, 2003 Office Action at 4), (2) Applicants objected to the propriety of such an amendment (April 28, 2003 Amendment at 15), (4) the Examiner rejected Applicants' arguments and for a second time requested that those lines be made dashed (July 10, 2003 Office Action at 4), and (5) Applicant made the amendment to expedite the prosecution. Now the Examiner has requested that the original configuration be reinstated. Applicants have complied to expedite the prosecution but ask that the Examiner call the Applicant before any further objections are made with respect to Figure 8.

In the Office Action mailed May 5, 2004, the Examiner objected to Figures 16, 17, 19 and 20 for having dashed reference lines. Those lines have now been made solid.

The Examiner has objected to the Description for various reasons. Applicants submit that there is no need to add "layer" to page 10, and that the designation of "inner" at page 19, line 24 is correct as further explained below. Applicants have amended the Specification at the paragraph beginning at page 15, line 13 to improve the grammar thereof.

The Examiner has objected to and rejected claim 49 on the basis that it was unclear whether the fixed, detachable connection corresponded to the first location recited in claim 1. Applicants have amended claim 49 to clarify the connection.

For all of these reasons, Applicants respectfully request approval of the above amendments and the enclosed Drawing Amendment filed herewith.

**Remarks About the Rejections Over Milby:**

In the Office Action mailed May 5, 2004, the Examiner rejected the pending claims as being anticipated by or made obvious over U.S. Patent No. 5,527,303 to Milby, alone and in combination with various other references. After a careful review of the outstanding Office Action and the cited references, Applicants respectfully request reconsideration of the application in view of the following remarks. In particular, the Examiner's rejections should be withdrawn because Milby, alone or in combination with any other reference, does not disclose or suggest all of the recitations of the pending claims, inherently or otherwise.

**Claim 1:**

First, and depending on the Examiner's interpretation of Milby, the rejection of claim 1 should be withdrawn for at least the following reasons:

1. If the chassis of Milby is the panty or undergarment (not shown) (see Office Action at 5), then the absorbent element is not connected to a "garment side surface" thereof as recited in claim 1. Rather, the element is connected to the body side surface of the undergarment (Col. 6, lines 11-19 ("outer surface" of backsheet coated with adhesive so that it can be secured *in* the crotch portion of the undergarment); FIG. 2). There is simply no connection of the absorbent element to the *garment side surface* of the panty or undergarment, whether directly or indirectly. Indeed, no portion of the element is even disposed on the *garment side* of the undergarment, let alone attached to a surface thereof.
2. If the recited chassis of claim 1 is topsheet 24 of Milby and the recited absorbent element includes the backsheet 26 as the recited cover sheet (see Office Action at 5), then there is no portion of the backsheet 26 "formed on an *outer surface*" thereof that is attached either to another portion "formed on an *outer surface*" thereof or the garment side of the sheet 24. Rather, all of the connections 115, 120 are formed on and

between the *inner surface* of the backsheet 26 pleats 110 (applied by the Examiner as the first and second portions (Office Action at 6)). Indeed, even a cursory comparison of Applicants' invention (see, e.g., Figure 19) and Milby shows the substantial difference between the cover sheet being secured on an outer surface thereof (Figure 19) as compared with an inner surface (Milby). Applicants' claimed invention provides significant advantages over Milby, including for example and without limitation, the ability to provide adhesives that are not required to be water soluable (Milby at Col. 6, lines 66-67; see also April 28, 2003 Amendment at 15-16).

Moreover, and contrary to the Examiner's assertions (Office Action at 9, para. 14), the remarks above, and as provided in the April 28, 2003 response, are not narrower than the claim language. Instead, it is the Examiner who has ignored the recitation that "said first and second portions of said cover sheet are formed on *an outer surface* of said cover sheet," as recited in claim 1. To assert that the bonds 115 of Milby (including either side of the connection) are formed on an *outer surface* is simply not true. Moreover, there is no suggestion to modify Milby in this fashion since the bonds are water soluble, meaning they must be located on the *inside* adjacent the absorbent material such that they can be dissolved by contact with liquid (Col. 7, lines 1-8). For at least these reasons, claim 1,<sup>1</sup> and claims 3-16 and 18-21 depending therefrom, are allowable and notice to that effect is earnestly solicited.

Applicants are unclear as to what the Examiner means when she refers to the terminology of "connected" or "bonding" as not requiring "direct connection or bonding of the outer surfaces." No portion of the *outer surface* of the backsheet 26 pleat 110 in Milby is detachably connected to another portion of the outer surface

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<sup>1</sup> Applicants note that claim 22 similarly recites "an absorbent element connected to a garment side surface of said chassis," and further that "said first and second portions of said cover sheet are each formed on an outer surface of said cover sheet." Accordingly, claims 22, and 24-31 depending therefrom, which should be reinstated once claim 1 is allowed, are patentable over Milby for at least the same reasons.

thereof, either directly or indirectly. Moreover, there is no portion of the *outer surface* of the backsheet *detachably* connected to the top sheet 24. Rather, the backsheet 26 and topsheet 24 are fixedly connected. Finally, and correctly not asserted by the Examiner, it would strain credibility to assert that an *outer surface* of the backsheet 26 (e.g., the middle pleat) is somehow detachably connected to the top sheet 24 by way of being connected to the outermost pleat and then back through the middle pleat. Either the pleat of the backsheet is part of the absorbent element or it is part of the chassis – it cannot be both.

Applicants speculate in view of the Examiner’s requested changes to FIG. 3 and the specification at page 19, line 24 that the Examiner is interpreting “inner” and “outer” too narrowly with respect to their modification of “surface.” While Applicants defined “inner” and “outer” as generally corresponding to a bodyside and garment side respectively (Specification at 7), the specification further clarifies the meaning of those terms when modifying the term “surface,” especially when directed to flat components that are folded – a single *surface* cannot be both inner and outer. Indeed, as made clear in the specification at page 19, lines 22-27, the “inner” *surface* 86 of each of the folds 46 of the cover sheet 42 lies adjacent the absorbent material, even though portions of the inner surface face away from the body of the user (when unfolded, the surface 86 of the cover sheet faces the body of the user – consistent with the specification at 7). This is the same *inner* surface of Milby that is detachably connected.<sup>2</sup> Likewise, the bodyside or inner surface 86 of the absorbent material in Figure 3 is properly designated (when unfolded, the surface 84 of the absorbent material faces the body of the user).

Applicants have further provided new claims 53 and 54 to further define the

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<sup>2</sup> Indeed, even under an improper interpretation of “outer” being *any* portion of a *surface* directed away from the body of the user, Milby does not disclose or suggest first *and* second portions formed on an outer surface as recited in claim 1 – at least one portion of the pleat 110 connected with adhesive 115 *faces* the user in Milby. Indeed, it would not be possible to secure portions in this manner if they were facing the same direction.

“outer surface” as being a surface opposite a surface that is disposed adjacent the absorbent material as fully supported by the specification including the drawings.

For all of these reasons, claim 1, and the claims depending therefrom, should be passed to allowance.

**Claim 32:**

Claim 32 recites “bonding said absorbent element with a primary bond to said *garment side surface* of said chassis at at least one primary bond region,” and further “bonding a first portion of said cover sheet to at least one of a second portion of said cover sheet and said garment side surface of said chassis with a secondary bond at at least one secondary bond region, wherein said secondary bond is weaker than said primary bond and wherein said first and second portions of said cover sheet are each formed on *an outer surface* of said cover sheet.” As explained above with respect to claim 1, Milby fails to disclose or suggest these recitations and claim 32 should be passed to allowance for at least the reasons set forth herein.

**CONCLUSION:**

It is not believed that any additional claims fees are occasioned by this amendment. If for any reason this application is not considered to be in condition for allowance and an interview would be helpful to resolve any remaining issues, the Examiner is respectfully requested to call the undersigned attorney at (312) 321-4713.

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By:

Respectfully Submitted,

  
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